

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 42. AMENDMENT/MODIFICATION NO.
M0743. EFFECTIVE DATE
See Block 16.c

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY
U.S. Department of Energy
Office of Civilian Radioactive Waste Management
Office of Repository Development
1551 Hillshire Drive
Las Vegas, NV 89134-6321
CODE7. ADMINISTERED BY (if other than Item 6) CODE
U.S. Department of Energy
OCRWM
Office of Repository Development
1551 Hillshire Drive
Las Vegas, NV 89134-6321

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Bechtel SAIC Company, LLC
1180 Town Center Drive
Las Vegas, NV 89144

(%)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
X DE-AC28-01RW12101

10B. DATED (SEE ITEM 13)

11/14/00

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required):

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (%) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Bilateral – Mutual Agreement of the Parties
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Section C of the contract to reflect changes in the Quality Assurance requirements.

Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

John T. Mitchell, Jr.
President and General Manager

16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Birdie Hamilton-Ray
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

27 April 2005

BY Birdie Hamilton-Ray
(Signature of Contracting Officer)

4/28/05

Part I – The Schedule, Section C, Description/Specification/Work Statement, as set forth in Modification A057 is revised as follows:

1. **C.1, GENERAL INFORMATION**, the second paragraph is deleted, and the section is restated in its entirety, as follows:

5.0 General Contractor Guidelines

The Contractor shall provide the technical products and support necessary for successful milestone completion. The Contractor shall be responsible for performing the work identified by OCRWM using integrated technical plans, schedules and cost control systems, to ensure that the statement of work is accomplished. The Contractor is to determine which organizations are to perform the work. It should be noted that the milestone schedule dates in the planning guidance may differ from the Project Summary Schedule dates due to planning assumptions. The Project Summary Schedule dates represent the official Program milestone dates. As defined by DOE, the Contractor shall integrate the work of the other organizations and prime contractors supporting the OCRWM Program in the accomplishment of Program Milestones.

The Contractor is to assure all Program deliverables comply with acceptance criteria. The Contractor shall ensure that the project activities, as defined in this Statement of Work, are executed within available funding levels. The Contractor shall implement a fully integrated management system in compliance with OCRWM requirements and shall implement quality, timely, and cost-effective programs and operations.

The Contractor will define, establish, and execute an effective corrective action program that recognizes process and behavior based conditions adverse to quality, safety, operability, and performance. This is a vital tool for improving safety, reliability, and performance as well as helping to prevent recurrence events. This program is intended to promote behaviors throughout the organization that support objective self-assessment and effective problem identification, evaluation, tracking, correction, and trending. The Contractor shall foster an environment that promotes strong learning culture, supports a questioning attitude within the workforce, promotes a safety-conscious work environment, and encourages the discovery and reporting of areas for improvement. The Contractor is accountable for aggressively identifying problems, correcting performance shortfalls, documenting and sharing knowledge through a strong Lessons Learned program, and striving for continuous improvement in processes and activities.

In performing work under this contract, the Contractor shall comply with the applicable Federal, State and local laws and regulations (including DOE regulations). The Contractor shall comply with the requirements of DOE directives, or parts thereof, identified in the List of Applicable Directives (Section J Appendix E), or a tailored set of requirements developed under a DOE approved process. The Contractor shall continuously evaluate work activities and associated hazards to assure Environmental, Safety and Health standards, practices and controls are appropriate. The Contractor is responsible for assuring compliance with the requirements made applicable to the contract regardless of the performer of the work.

2. **C.2, WORK REQUIREMENTS**, Section 4.0, A, is replaced and the section is restated in its entirety, as follows:

4.0 Essential Functions

A. Quality Assurance

1. The NWPA mandates that the OCRWM Program comply with applicable NRC regulations, including NRC quality assurance (QA) requirements and guidance for all aspects of the OCRWM Program. A comprehensive and effective Quality Assurance (QA) Program is essential for the performance of work for all phases of the OCRWM Program. OCRWM responsibilities, as the potential licensee and owner, are to ensure that appropriate QA controls are in place for verification by NRC; and to ensure that the systems, structures, and components important to safety and waste isolation under postulated conditions will not cause undue risk to health and safety of the workers and the public.

As such, the OCRWM QA Program, as delineated in the Quality Assurance Requirements and Description (QARD, DOE/RW-0333P), Augmented Quality Assurance Program (AQAP, DOE/RW-0565), and approved implementing documents, has been established for items and activities governed by NRC regulations in relation to site characterization, design, and construction of the geologic repository at Yucca Mountain.

2. When performing quality-affecting work, the Contractor shall implement and comply with the applicable controls of the OCRWM QA Program. However, the Contractor is authorized to develop, implement, and maintain its own QA program based on the applicable requirements of the QARD (latest version) and of the AQAP (latest version) that encompasses the scope of work that is contractually assigned to the Contractor.

The Contractor shall develop and document a Quality Assurance Plan (QAP) that describes the Contractor's QA program based on the requirements of the QARD and AQAP that are appropriate to the Contractor's scope of work, and the Contractor shall submit the QAP to the OCRWM Office of Quality Assurance (OQA) for review and acceptance. The Contractor shall not implement its QA program prior to receipt of OQAs written acceptance of the QAP.

3. The QA functions to be performed by the Contractor include quality systems, quality engineering, quality verification, and quality control for work performed under this contract by the Contractor, National Laboratories, U. S. Geological Survey (USGS), and Contractor's subcontractors. Specific QA activities to be performed by the Contractor include, but are not limited to review of Contractor QA procedures and procurement documents; development of the Contractor's QA Program; performance of in-process reviews of Contractor technical and design documents; guidance to Contractor line organizations, Contractor's subcontractors, National Laboratories, and USGS on QA matters; and onsite QA representation at the National Laboratories, USGS, and OCRWM Headquarters.

Additional specific QA activities to be performed by the Contractor include QA program audits and surveillance of Contractor, National Laboratories, and USGS quality-affecting activities; QA program audits and surveillance of Contractor's suppliers of items and services subject to the OCRWM QA Program; maintenance of the OCRWM Qualified Suppliers List jointly with OQA; reviews, approvals, and processing of Contractor identified Level A and B Condition Reports and Nonconformance Reports; and generation of quarterly trend reports of Contractor conditions adverse to quality, and data for OCRWM identified conditions. Other specific QA activities to be performed by the Contractor include independent inspections of in-process items, inspections and tests of installed facility items, receipt inspections of procured items, and nondestructive examination (NDE) as required by specifications, drawings, standards, and/or procedures.

The Contractor shall maintain an inspection and test qualification and certification program for inspection and test personnel and an NDE qualification program for NDE personnel. The Contractor shall provide for management and integration of the Suspect and Counterfeit Items (S/CI) program. The Contractor's QA Manager shall have stop work authority over Contractor's activities to ensure that work does not continue in areas found to be significantly deficient in implementing QA program requirements.

4. OCRWM shall have access to Contractor and Contractor's supplier facilities for purposes of OQA oversight such as audits, surveillance and reviews. Observers from NRC, state, and local governments may participate in these oversight activities. The Contractor shall respond to all deficiencies identified.
5. OQA retains the responsibility for oversight of YMP Affected Organizations' activities subject to the QARD including independent QA audits and surveillance.
6. The Contractor shall identify and pass on to subtier suppliers all applicable QA program and technical requirements.